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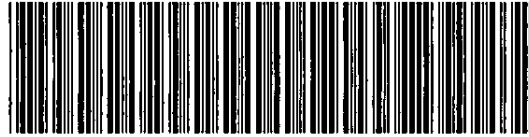
(Business Entity Name)

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APR 06 2016

T SCHROEDER

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 090358 4330802

AUTHORIZATION :

COST LIMIT : \$78.75



ORDER DATE : April 5, 2016

ORDER TIME : 12:02 PM

ORDER NO. : 090358-005

CUSTOMER NO: 4330802

DOMESTIC FILING

NAME: RB SEMINOLE CENTRE CORPORATION

EFFECTIVE DATE:

☒ ARTICLES OF INCORPORATION  
☐ CERTIFICATE OF LIMITED PARTNERSHIP  
☐ ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☒ CERTIFIED COPY  
☐ PLAIN STAMPED COPY  
☐ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams - EXT. 62935

EXAMINER'S INITIALS: \_\_\_\_\_

**ARTICLES OF INCORPORATION**  
**OF**  
**RB SEMINOLE CENTRE CORPORATION**

THE UNDERSIGNED incorporator does hereby agree to incorporate a corporation for profit under the laws of the State of Florida, of the United States of America, by and under the provisions and statutes of that State, providing for the formation, liability, rights, privileges, benefits and obligations conferred and imposed by said law on corporations organized pursuant to the provisions thereof, and hereby makes, subscribes and acknowledges and files these Articles of Incorporation as follows:

**ARTICLE I**  
**NAME OF CORPORATION**

**1.01 NAME.** -- The name of this corporation shall be **RB SEMINOLE CENTRE CORPORATION**.

**ARTICLE II**  
**GENERAL NATURE OF BUSINESS**

**2.01 POWERS.** -- The sole purpose of the Corporation has been, is and will be to manage, own and hold the membership interest in the RB Seminole LLC (the "*Company*"), whose sole purpose is to acquire, own, hold, maintain and operate that certain property commonly known as Seminole Centre, which is located at 3609 South Orlando Drive, Sanford, Florida 32773, together with the improvements thereon and/or appurtenant thereto and all personal property (including, without limitation, equipment and fixtures) necessary or desirable in connection with the use, development, leasing, operation and/or management of such property (the "*Property*"), together with such other activities as may be necessary or advisable in connection with such limited purpose. The Corporation has not engaged and shall not engage in any business, and it has and shall have no purpose, unrelated to the foregoing purpose and has not owned, does not own and shall not acquire any real property or own assets other than those in furtherance of the limited purposes of the Corporation.

**ARTICLE III**  
**STOCK**

**3.01 NUMBER.** -- The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is one class of Common Stock totaling 100 shares and having a par value of \$1.00 per share.

**ARTICLE IV**  
**ADDRESS OF CORPORATION AND REGISTERED AGENT**

**4.01 PRINCIPAL OFFICE.** -- The street and mailing address of the principal office of the proposed corporation is 810 Seventh Avenue, 10<sup>th</sup> Floor, New York, New York 10019.

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**4.02 RELOCATION.** -- The Board of Directors may from time to time move the principal office to any other address.

**4.03 REGISTERED AGENT.** -- The initial registered agent of the corporation is Corporation Service Company and its business office and address is 1201 Hays Street, Tallahassee, FL 32301.

## **ARTICLE V NAME AND ADDRESS OF INCORPORATOR**

**5.01 DESIGNATION.** -- The name and street address of the incorporator of the Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Steven Nachman, Esq.	RD Management 810 Seventh Avenue, 10 <sup>th</sup> Floor New York, New York 10019

## **ARTICLE VI SPE PROVISIONS**

### **6.01 SPE PROVISIONS**

Notwithstanding any other provision of these Articles of Incorporation, any other organizational documents or any provisions of law that empowers RB Seminole Centre Corporation (the "**Corporation**"), the following provisions shall be operative and controlling so long as the loan (the "**Loan**") by CIBC INC., a Delaware corporation or its successors and/or assigns (collectively, the "**Lender**") to RB Seminole LLC (the "**Company**") is outstanding:

1. The Corporation shall have no authority to perform any act in violation of any (a) applicable laws or regulations or (b) any agreement between the Company and the Lender and the Corporation and the Lender.

2. The Corporation shall not:

(a) make any loans to any shareholder, Affiliate, any Equity Holder or any Affiliate of any shareholder or Equity Holder;

(b) except as permitted by that certain Loan Agreement (as hereinafter defined) or Lender in writing (including, without limitation, as contemplated by Section 4.11 of the Loan Agreement), sell, encumber (except with respect to Lender) or otherwise transfer or dispose of all or substantially all of the properties of the Corporation (a sale or disposition will be deemed to be "all or substantially all of the properties of the Corporation" if the sale or disposition includes the Property or if the total value of the properties sold or disposed of in such transaction and during the twelve months preceding such transaction is sixty six and two thirds percent (66-2/3%) or more in value of the Corporation's total assets as of the end of the most recently completed corporate fiscal year);

(c) to the fullest extent permitted by law, dissolve, wind-up, or liquidate, or merge or consolidate with, or acquire all or substantially all of the assets of, any other person or entity (whether or not an Affiliate);

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(c) The Corporation shall maintain its own separate bank accounts, payroll (if it has a payroll) and correct, complete and separate books of account.

(d) The Corporation shall file or cause to be filed its own separate tax returns, if required to file tax returns.

(e) The Corporation shall hold itself out to the public (including any of its Affiliates' creditors) under the Corporation's own name and as a separate and distinct entity and not as a department, division or otherwise of any Affiliate or any Equity Holder.

(f) The Corporation shall observe all customary formalities regarding the corporate existence of the Corporation, including holding meetings and maintaining current and accurate entity record books separate from those of any Affiliate or any Equity Holder.

(g) The Corporation shall hold title to its assets in its own name and act solely in its own name and through its own duly authorized officers and agents. No Affiliate or Equity Holder shall be appointed or act as agent of the Corporation, other than, as applicable, a property manager with respect to the Property if in accordance with Section 4.24 of the Loan Agreement.

(h) Investments shall be made in the name of the Corporation directly by the Corporation or on its behalf by brokers engaged and paid by the Corporation.

(i) Except as required by Lender, the Corporation shall not guarantee, pledge or assume or hold itself out or permit itself to be held out as having guaranteed, pledged or assumed any liabilities or obligations of any Affiliate or Equity Holder of the Corporation, nor shall it make any loan, except as permitted in the Loan Documents.

(j) The Corporation was solvent as of the date of its formation and remains solvent as of the date hereof, and will not make any distribution or dividend if, at the time of such distribution or dividend, doing so would cause it not to be solvent.

(k) Assets of the Corporation shall be separately identified, maintained and segregated. The Corporation's assets shall at all times be held by or on behalf of the Corporation and if held on behalf of the Corporation by another entity, shall at all times be kept identifiable (in accordance with customary usages) as assets owned by the Corporation. This restriction requires, among other things, that (i) Corporation funds shall be deposited or invested in the Corporation's name, (ii) Corporation funds shall not be commingled with the funds of any Affiliate or any Equity Holder, (iii) the Corporation shall maintain all accounts in its own name and with its own tax identification number, separate from those of any Affiliate or any Equity Holder, and (iv) Corporation funds shall be used only for the business of the Corporation.

(l) The Corporation shall maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or any Equity Holder.

(m) The Corporation shall pay or cause to be paid its own liabilities and expenses of any kind, including but not limited to salaries of its employees, only out of its own separate funds and assets; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of the Corporation to make any additional capital contributions to the Corporation.

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(n) The Corporation shall at all times be adequately capitalized to engage in the transactions contemplated at its formation, and will not make any distribution or dividend if, at the time of such distribution or dividend, doing so would cause it not to be adequately capitalized; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of the Corporation to make any additional capital contributions to the Corporation.

(o) All data and records (including computer records) used by the Corporation or any Affiliate of same in the collection and administration of any loan shall reflect the Corporation's ownership interest therein.

(q) None of the Corporation's funds shall be invested in securities issued by, nor shall the Corporation acquire the indebtedness or obligation of, any Affiliate or any Equity Holder.

(r) The Corporation shall maintain an arm's length relationship with each of its Affiliates and Equity Holders, and may enter into contracts or transact business with its Affiliates or Equity Holders only on commercially reasonable terms that are no less favorable to the Corporation than is obtainable in the market from a person or entity that is not an Affiliate or Equity Holder.

(s) The Corporation shall correct any misunderstanding that is known by the Corporation regarding its name or separate identity.

For purposes of these Articles of Incorporation, Affiliate shall mean any person or entity, including, but not limited to, the Company, which directly or indirectly through one or more intermediaries (i) controls, is controlled by or is under common control with a specified person or entity, or (ii) at least twenty-five percent (25%) of the ownership interests in which are owned by a specified person or entity and/or entities described in clause (i) above with respect thereto, or (iii) owns (individually or with other entities described in clause (i) above) at least twenty-five percent (25%) of the ownership interests in a specified person or entity. For purposes of the definition of "Affiliate", the terms "control", "controlled", or "controlling" with respect to a specified person or entity shall include, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of (x) the outstanding shares of any class of voting securities or (y) beneficial interests, of any such person or entity, as the case may be, directly or indirectly, or acting through one or more persons or entities, (ii) the control in any manner over the shareholder(s) or the election of more than one director or trustee (or persons exercising similar functions) of such person or entity, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such person or entity.

6. Any indemnification obligation of the Corporation shall (a) be fully subordinated to the Loan and (b) not constitute a claim against the Corporation or its assets until such time as the Loan has been indefeasibly paid in accordance with its terms and otherwise has been fully discharged (or, if applicable, defeased as contemplated by the Loan Agreement (as defined below)).

7. Notwithstanding anything to the contrary contained in these Articles of Incorporation, any capitalized terms not otherwise defined in this Article VI shall have the meaning ascribed to such term in that certain Loan Agreement (the "*Loan Agreement*") executed by Company and Lender in connection with the Loan.

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**THE UNDERSIGNED**, being the Incorporator hereintofore named, for the purpose of forming a corporation to do business both within and without the State of Florida, does make, subscribe, acknowledge and file these Articles, hereby declaring and certifying that the facts herein stated are true.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this 4<sup>th</sup> day of April, 2016.

A handwritten signature in cursive script, appearing to read "Steven Nachman", written over a horizontal line.

Steven Nachman

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**CERTIFICATE OF REGISTERED AGENT**

I HEREBY accept designation of registered agent for RB Seminole Centre Corporation,  
and hereby agree to fulfill the obligations thereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 05 day of  
April, 2016.

CORPORATION SERVICE COMPANY

By: 

Name: Courtney Williams

Title: Asst. V.P.

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